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VIA FEDERAL EXPRESS

August 9, 1996

Damaris Cristiano, Esq.
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region II
290 Broadway, 17th Floor
New York, New York 10007

PRIVILEGED AND CONFIDENTIAL SETTLEMENT COMMUNICATION

Re: 216 Paterson Plank Road, Carlstadt, New Jersey ("SCP")
Sequa Corporation on Behalf of Arrow Group Industries Interest in Participating in the De
Minimis settlement.

Dear Ms. Cristiano:

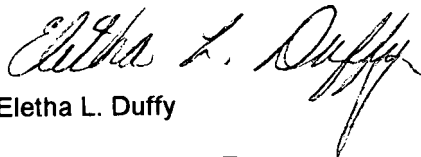
Sequa Corporation, on behalf of Arrow Group Industries, wishes to participate in the de minimis settlement in the matter referenced above. For the limited purpose of this settlement, Sequa Corporation ("Sequa") is the successor in liability interest to Arrow Group Industries, as will be evinced by a Certification of L. Pasculli, Sequa's Director of Environmental Law. The fully executed Certification has been delayed in transit. However, it is anticipated that a copy of the original will be submitted to you on Monday, August 12, 1996 to complete this package (with the original to follow via Federal Express).

The Environmental Protection Agency ("EPA") waste-in list reflects a waste-in amount of 9,000 gallons for Arrow/Sequa. However, documents included in Arrow's 104(e) response, and included herein for your convenience, reflect two separate transactions in the amounts of (1) 5,000 gallons and (2) 4,550 for a total of 9,550 gallons. The supporting documents enclosed are copies of two of Arrow's consignment forms. Therefore, the waste-in amount for Arrow/Sequa should be 9,550 gallons rather than 9,000 gallons.

Please contact me immediately should you need any further information.

Thank you for your attention to this matter.

Very truly yours,



Eletha L. Duffy

cc: L. P. Pasculli, Esq.
R. Puvogel
S. B. Watson, Esq.
E. Yu, Esq.

Enclosures: (2)

598831



From **Arrow Group Industries, Inc. - Subsidiary of Chromalloy American Corp.**
 At **Pompton Plains, N. J. 07444**

(Name of Carrier) **Carrier's No.**
Pur. Order No. 8423
Shippers No. 1

The property described below, in apparent good order except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated by which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to deliver to its usual place of delivery at said destination if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier, that any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed under shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classification and on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to **SCIENTIFIC CHEMICAL PRODUCTS**
 Destination **NEWARK, N.J.**
 State **N.J.** County **ESSEX**

Car or Vehicle Initials **SCP** Delivery Address **1410 E. 14th St. Newark, N.J.**

Kind of Package, Description of Articles, Special Marks, and Exceptions	Weight (Gross, Net, or Both)	Class or Rate	Check Columns
5000 GALLONS WASTE PAINT THINNER FOR DISPOSAL			
FLAMMABLE			

Subject to Section 2 of Contract of Carriage, the carrier shall not be liable for loss of or damage to the property if the same is caused by fire, theft, or pilferage, unless the carrier shall be negligent. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

ARROW GROUP INDUSTRIES, INC.

Signature of Shipper: **[Signature]**
 Title: **President**
 Date: **June 8, 1978**

Agent: **[Signature]**
 Per: **[Signature]**

Total Charges: **3**

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

(Name of Carrier) Carrier's No.

Arrow Group Industries, Inc. - Subsidiary of Chromalloy American Corp.

Par. Order No. 82227

Pompton Plains, N. J. 07444

DEC 12

1978

Shippers No. 31828

bed below, in apparent good order except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry of delivery at said destination if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all party over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications to hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. y certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof set forth in the classification or tariff transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SCIENTIFIC CHEMICAL PROCESSING Inc.

(MAIL OR STREET ADDRESS OF CONSIGNOR - FOR PURPOSES OF IDENTIFICATION ONLY)

16 PATERSON PLANK ROAD, CARLSTADT

State NEW JERSEY,

County

Delivery Address*

(*To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

er

Car or Vehicle Initials

No.

Kind of Package, Description of Articles, Special Marks, and Exceptions	*Weight (Sub. to Car.)	Class or Rate	Check Column	Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. ARROW GROUP INDUSTRIES, INC. (Signature of Consignor.)
ALLONS OF WASTE PAINT AND SOLVENT OR DISPOSAL. (91 Drums)				If charges are to be prepaid, write or stamp here, "To be prepaid."
FLAMMABLE				
				Received by _____ to apply in payment of the charges on the property described herein.
				Agent or Cashier
				The signature here acknowledges only the amount prepaid.
				Charges Advanced:
				C. O. D. SHIPMENT

between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight. rate is dependent on value. shippers are required to state specifically in writing the agreed or declared value of the property. ed value of the property is hereby specifically stated by the shipper to be not exceeding

per

d for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of the Com- bication. 1. Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

Group Industries, Inc. - Subsidiary of Chromalloy American Corp.

Shipper

Alexander Ave., Pompton Plains, N.J. 07444

Per

Agent

Per

Total Charges

Address of shipper.